

# License Agreement for SODA Designer

## 1. Introduction

- 1.1. This license (the "License") summarises the Terms and Conditions for Use of the licensed versions of SODA Designer.
- 1.2. This License is to be read in conjunction with the more detailed master agreement for the Conformat Software, together with the Schedule entitled Survey On-Demand Application or the Conformat SODA Terms and Conditions, agreed between the vendor ("Vendor") and the purchaser (the "Parent Authority") and any subsequent amendments that have been mutually agreed between the Parties, known collectively as the "Parent Agreement", which gives the authorisation for this installation. Use of this program means that you warrant that a valid Parent Agreement is in existence.
- 1.3. In case of conflict or inconsistency between a provision of the Parent Agreement and a provision of this License, it is the provision of the Parent Agreement that shall prevail.
- 1.4. Personnel downloading, installing, copying, using or interacting with SODA Designer ("Users"), must only do so on specific instruction given by their Parent Authority, and only at times when such Parent Authority is in possession of a valid Parent Agreement.
- 1.5. The Parent Authority is responsible for ensuring that the User is aware of, and complies with the Terms and Conditions of the Parent Agreement, including but not limited to the requirements relating to software prerequisites and configuration given therein.
- 1.6. The Parent Authority and Users, share the common responsibility of ensuring that all installations of SODA Designer are permanently deleted from all Computers and/or other electronic data retrieval systems when the appropriate license is no longer legally in use. Failure to comply with this clause will constitute a material breach of this License and may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent permitted by law.

## 2. Definitions

- 2.1. CONFIRMIT shall mean the Conformat company which is party to the Parent Agreement.
- 2.2. "SODA Designer" means the program package(s) developed by CONFIRMIT and or its subsidiaries including any upgrades, modified versions, updates, additions, and copies of SODA Designer, if any, licensed to you by CONFIRMIT (collectively, "Updates").
- 2.3. "Use" or "Using" means to access, download, install, copy, interact with or otherwise benefit from using the functionality of SODA Designer in accordance with the Agreement.
- 2.4. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 2.5. Any other such definitions are as detailed in the Parent Agreement.

## 3. Grant of License

- 3.1. The License to Use SODA Designer is granted by the Parent Agreement. You should carefully read the following terms and conditions before using, installing or copying this software. Your Use of SODA Designer indicates your acceptance of this License.
- 3.2. For purposes of this License, you have a valid single-copy license and you have the right to Use a single "Licensed Copy" of SODA Designer. This License does not permit or allow you to distribute SODA Designer software for any purposes whatsoever. Any act to distribute SODA Designer software will be considered a material breach and your License to SODA Designer will automatically terminate, and be rendered null and void.
- 3.3. If you do not agree to all of the terms and conditions of this License, then you are not authorized to access, download, install, copy or interact with SODA Designer with which this License is included.

## 4. Permitted Use

- 4.1. General Use. You may install and Use a copy of SODA Designer on your Computer, and up to the Permitted Number of Computers as authorised in the Parent Agreement.
- 4.2. All and any form of support for SODA Designer is to be sought and rendered exclusively via the Parent Authority's Designated Support Contact as defined in the Parent Agreement. On no occasion are Users who are not Designated Support Contacts to seek support directly from CONFIRMIT.
- 4.3. As part of this License, CONFIRMIT will process support requests from Designated Support Contacts that relate to general functionalities of the product, however, support relating to installation, use, synchronization, or other operational issues relating to SODA Designer as installed on Computers will be regarded as Additional Services and offered under the applicable charges thereof.
- 4.4. Nothing within this License shall permit or be inferred directly or indirectly to permit or be interpreted to permit a right to License or Use any other products marketed or developed by CONFIRMIT.
- 4.5. Backup copy. You may make one backup copy of SODA Designer, provided your backup copy is not installed or Used on any Computer. All the terms and conditions applicable to this License shall be fully and equally applicable to any backup copy.

## 5. Proprietary Rights

- 5.1. SODA Designer and any authorized copies that you make are the intellectual property of and are owned by CONFIRMIT and parties from which it derives its rights to license SODA Designer. SODA Designer is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights in SODA Designer and all rights not expressly granted are reserved by CONFIRMIT.

## **6. Restrictions**

- 6.1. You shall not copy SODA Designer except as set forth in Section 4.5. Any copy of SODA Designer that you make must contain the same copyright and other proprietary notices that appear on or in SODA Designer.
- 6.2. Transfer. You may not rent, lease, sublicense, assign or transfer your rights in SODA Designer, nor authorize or allow all or any portion of SODA Designer to be copied onto any other User's Computer.

## **7. Updates**

- 7.1. If SODA Designer is an Update to a previous version of SODA Designer, you must possess a valid license to such previous version in order to Use such Update.
- 7.2. All Updates are provided to you on a license exchange basis.
- 7.3. You agree that by using an Update you voluntarily terminate your right to Use any previous version of SODA Designer. Furthermore, you agree that previous versions or copies thereof are not transferred to another party or Computer.

## **8. No Warranty**

- 8.1. The principle warranty provisions are contained in the Parent Agreement. Further, there is no warranty for any virus scanning feature. SODA Designer does not scan for viruses; although it may run in conjunction with external programs that claim to perform this function. You acknowledge that good data processing procedure dictates that any program, including SODA Designer, must be thoroughly tested with non-critical data before there is any reliance on it, and you hereby assume the entire risk of all use of the copies of SODA Designer covered by this License. This disclaimer of warranty constitutes an essential part of this License.

## **9. Limitation of Liability**

- 9.1. The principle limitation of liability provisions are contained in the Parent Agreement.

## **10. Governing Law**

- 10.1. This Agreement will be governed by and construed in accordance with the jurisdiction detailed in the Parent Agreement.